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525 UNIVERSITY AVENUE
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TELEPHONE NO.: (650) 470-4500
FACSIMILE NO.: (888) 329-9195
EMAIL: rbeyers@skadden.com

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NAME	Commissioner for Patents		
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CITY	Washington, D.C.	DATE	March 15, 2004
TELEPHONE NO			
FACSIMILE NO	703-872-9306		
FROM	Robert Beyers	FLR/RM	
REFERENCE NO	069200-0001	DIRECT DIAL	650-470-4624
TOTAL NUMBER OF PAGES INCLUDING COVER(S):			31

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Subject: U.S. Patent Application No. 09/823,350

Attached are filled-in forms PTO/SB/80 and PTO/SB96, which give Robert Beyers at Skadden Power of Attorney for U.S. Patent Application No. 09/823,350, which is currently owned by Edge Access, Inc. Also attached are copies of the assignments of this application from Robert Veschi to ZeroPlus.com, Inc.; from ZeroPlus.com, Inc. to Vento LLC; and from Vento LLC to Edge Access.

Please change the correspondence address for this application to:
Robert Beyers
Skadden, Arps, Slate, Meagher & Flom LLP
525 University Avenue
Palo Alto, CA 94301

PAGE 1/31 * RCVD AT 3/15/2004 4:56:20 PM [Eastern Standard Time] * SVR:USPTO-EFXRF-1/4 * DNIS:8729306 * CSID: * DURATION (mm-ss):13-14

PTO/SB/96 (08-03)
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STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Edge Access, Inc.

Application No./Patent No: 09/823,350 Filed/Issue Date: 3/29/2001

Entitled: Method And System For Routing Calls From A Standard Telephone Device To A Voice Over Internet Protocol Network

Edge Access, Inc. (Name of Assignee) a corporation (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is

1. ☑ the assignee of the entire right, title, and interest; or

2. ☐ an assignee of less than the entire right, title and interest
The extent (by percentage) of its ownership interest is _____ %
in the patent application/patent identified above by virtue of either:

A. [] An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B. [X] A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Robert Vesch. To: ZeroPlus.com, Inc.
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

2. From: ZeroPlus.com, Inc To: Vento LLC
The document was recorded in the United States Patent and Trademark Office at
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3. From: Vento LLC To: Edge Access, Inc.
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

[] Additional documents in the chain of title are listed on a supplemental sheet.

[X] Copies of assignments or other documents in the chain of title are attached.
[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

3/15/04
Date

650-470-4624
Telephone number

Robert Bayers
Typed or printed name

Robert Bayers
Signature

Patent Attorney
Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: **Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.**

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I hereby appoint:

☑ Practitioners associated with the Customer Number: 26137

OR

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Name	Registration Number

as attorney(s) or agent(s) to represent the undersigned before the United States Patent and Trademark Office (USPTO) in connection with any and all patent applications assigned only to the undersigned according to the USPTO assignment records or assignment documents attached to this form in accordance with 37 CFR 3.73(b).

Assignee Name and Address:

Edge Access, Inc.
9500 Buccaneer Mall, Suite 210
Saint Thomas, US VI
00802-2409

A copy of this form, together with a statement under 37 CFR 3.73(b) (Form PTO/SB/96 or equivalent) is required to be filed in each application in which this form is used. The statement under 37 CFR 3.73(b) may be completed by one of the practitioners appointed in this form if the appointed practitioner is authorized to act on behalf of the assignee, and must identify the application in which this Power of Attorney is to be filed.

SIGNATURE of Assignee of Record

The individual whose signature and title is supplied below is authorized to act on behalf of the assignee

Name	Richard G. Vento		
Signature		Date	3/31/04
Title	Chairman	Telephone	888-638-6741

This collection of information is required by 37 CFR 1.31 and 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: **Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.**

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AUGUST 15, 2001

PTAS

101740472A

CARR & FERRELL, LLP
J. EPPA HITE
2225 EAST BAYSHORE ROAD, SUITE 200
PALO ALTO, CALIFORNIA 94303

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RECORDATION DATE: 05/29/2001

REEL/FRAME: 011853/0831
NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
VESCHI, ROBERT A.

DOC DATE: 05/03/2001

ASSIGNEE:
ZEROPLUS.COM, INC.
12800 MIDDLEBROOK ROAD, SUITE 400
GERMANTOWN, MARYLAND 20874

SERIAL NUMBER: 09823350
PATENT NUMBER:

FILING DATE: 03/29/2001
ISSUE DATE:

ALLYSON PURNELL, EXAMINER
ASSIGNMENT DIVISION
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FORM PTO-1619A
Expires 06/30/99
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5-29-01

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Name (line 1): Robert A. Veschi — Execution Date Month Day Year: 05032001

Name (line 2):

Second Party
Name (line 1): — Execution Date Month Day Year:

Name (line 2):

Receiving Party

- [] Mark if additional names of receiving parties attached

Name (line 1): zeroplus.com, Inc.

Name (line 2):

Address (line 1): 12800 Middlebrook Road, Suite 400

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Page 2

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PATENT

Correspondent Name and Address

Area Code and Telephone Number (650) 812 - 3400

Name

Address (line 1) Carr & Ferrell, LLP

Address (line 2) 2225 East Bayshore Road, Suite 200

Address (line 3) Palo Alto, California 94303

Address (line 4)

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Enter the total number of pages of the attached conveyance document including any attachments. # 3

Application Number(s) or Patent Number(s)

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Patent Application Number(s)			Patent Number(s)		
09/823,350					

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Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 40.00

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Authorization to charge additional fees: Yes ☒ No ☐

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J. Eppa Hite	J Eppa Hite	5/24/01
Name of Person Signing	Signature	Date

PA1521US

PATENT

For: [X] U.S. and/or [X] Foreign Rights
For: [X] U.S. Application or
[] U.S. Provisional Application
For: [] U.S. Patent
For: [] PCT Application
By: [X] Inventor(s) or [] Present Owner

ASSIGNMENT OF INVENTION

In consideration of good and valuable consideration, the receipt of which is hereby acknowledged,

ASSIGNORS:

Robert A. Veschi
FIRST NAMED INVENTOR

12800 Middlebrook Road, Suite 400
Address

Germantown, MD 20874

hereby sell, assign and transfer to

ASSIGNEE:

Zeroplus.com, Inc.
ASSIGNEE

12800 Middlebrook Road, Suite 400
Address

Germantown, MD 20874

U.S.A.

and the successors, assigns and legal representatives of the ASSIGNEE

PAGE 7/31 * RCVD AT 3/15/2004 4:56:20 PM [Eastern Standard Time] * SVR:USPTO-EFXRF-1/4 * DNIS:8729306 * CSID: * DURATION (mm-ss):13-14

(complete one of the following)

[X] the entire right, title and interest
[] an undivided _____ percent (_____%) interest
for the United States and its territorial possessions

[X] and in all foreign countries, including all rights to claim priority, in and to any and all improvements which are disclosed in the invention entitled: Method and System for Routing Calls from a Standard Telephone Device to a Voice Over Internet Protocol Network

Name of inventor(s) Robert A. Veschi

and which is found in (37 C.F.R. § 3.21)

(a) [] U.S. patent application executed on even date herewith
(b) [] U.S. patent application executed on _____
(c) [] U.S provisional application naming the above inventor(s) for the above-entitled invention.

[] Express mail label no.: _____
Mailed: _____

(d) [X] U.S. Application No. 09/823,350
filed on March 29, 2001

(e) [] International application no PCT/_____/_____

(f) [] U.S. patent no. _____ issued _____

[] A change of address to which correspondence is to be sent regarding patent maintenance fees is being sent separately.

(g) [] and any legal equivalent thereof in a foreign country, including the right to claim priority

and, in and to, all Letters Patent to be obtained for said invention by the above application or any continuation, division, renewal, or substitute thereof, and as to letters patent any reissue or re-examination thereof.

ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

PAGE 8/31 * RCVD AT 3/15/2004 4:56:20 PM [Eastern Standard Time] * SVR:USPTO-EFXRF-1/4 * DNIS:8729306 * CSID: * DURATION (mm-ss):13-14

ASSIGNORS further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNORS and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

Date: 5/3/01

Signature of Robert A. Veschi

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Member: Virginia and
District of Columbia Bars

DIRECT DIAL 202-572-0313
cby@cblhlaw.com

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P.O. BOX 2207
WILMINGTON, DELAWARE 19899
TELEPHONE: (302) 658-9141
FACSIMILE: (302) 658-5614

December 3, 2002

Richard Vento
Vento LLC
865 Tahoe Boulevard, Suite 203
Incline Village, NV 89451

RE: ZeroPlus.com Patent Assignment

Dear Dick:

Enclosed please find the Notice of Recordation of Assignment and related documents from the U.S. Patent and Trademark Office related to the assignment of patents from ZeroPlus. Com to Vento LLC. Note that the recordation was made on February 1, 2002 and is at Reel 012852 Frame 0569. These are the original documents for your assignment and should be safe-guarded by you in the same way you would protect a real property deed.

Please let me know if we can be of any further assistance to you.

Very truly yours,

Craig B. Young

Enclosure

9443-001

Resubmit Assignment 5-5-02

UNITED STATES PATENT AND TRADEMARK OFFICE

APRIL 05, 2002

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CONNOLLY BOVE LODGE & HUTZ
MICHAEL L. DONNER, SR. ESQ.
1990 M STREET, N.W., SUITE 800
WASHINGTON, DC 20036-3425

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Washington, DC 20231
www.uspto.gov

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FEB 01 2002

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101979201

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Patent and Trademark Office

To the Director of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):
ZeroPlus.com
c/o Thomas D. Rennie, Esquire
Miles & Stockbridge P.C.
10 Light Street
Baltimore, Maryland 21202

2-1-02

Addt'l name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):
Venju LLC
865 Tahoe Boulevard, Suite 203
Incline Village, NV 89451

Addt'l name(s) & address(es) attached ☐ Yes ☒ No

3. Nature of conveyance:
☐ Assignment ☐ Merger
☐ Security Agreement
☐ Change of name
☒ Other Transfer of Ownership
Execution date: December 28, 2001 and January 4, 2002, respectively

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)
5,526,353 and 5,923,655

B. Patent No.(s)
PCT/US98/12033; 60/127,701; 09/574,820; 98805827.8 (CN); 503158/1999(JP). 98 926 518 6(EP), 09/777,350; and 09/823,350

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Michael L. Donner, Sr., Esquire
Connolly Bove Lodge & Hutz
Suite 800
1990 M Street, N.W
Washington, D.C. 20036-3425

6. Total Number of applications and patents involved [10]

7. Total fee (37 C.F.R. 3.41)....$400.00
☐ Enclosed
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Lawton A. Americk

Lawton A. Americk, Reg No. 24,853 Mcb

Date: Feb. 1, 2002

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01 FC:581 400.00 CH

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ARTHUR G. CONNOLLY
PARTNER EMERITUS

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1914-1979
JANVAR D. BOVE, JR.
1945-1991

COUNSEL
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SWINDELLA M. LACY

* RESIDENT WASHINGTON OFFICE

DELAWARE BAR UNLESS OTHERWISE DESIGNATED

May 2, 2002

U.S. Patent and Trademark Office
Assignment Division
Box Assignments
CG-4
1213 Jefferson Davis Highway
Suite 320
Washington, D.C. 20231

Re: Document No. 101979201

Dear Sir or Madam:

In response to the Notice of Non-Recordation for the above-referenced document, attached is a corrected Form PTO-1595.

Please issue a Notice of Recordation.

Sincerely,

Burton A. Amernick

BAA/dlb
Encls.

05-08-2002

Form PTO-1595
1-31-92

U.S. Department of Commerce
Patent and Trademark Office

To the Director of Patents and Trademarks: Please record the attached original documents or copy thereof.

102080926

1. Name of conveying party(ies):
ZeroPlus.com
c/o Thomas D. Rands, Esquire
Miles & Stockbridge P.C.
10 Light Street
Baltimore, Maryland 21202

Addit'l name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Venio LLC
865 Tahoe Boulevard, Suite 203
Incline Village, NV 89451

Addit'l name(s) & address(es) attached ☐ Yes ☒ No

3. Nature of conveyance:
☐ Assignment ☐ Merger 5.2.02
☐ Security Agreement
☐ Change of name
☒ Other Transfer of Ownership
Execution date: December 28, 2001 and January 4, 2002, respectively

4. Application number(s) or patent number(s).
If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)
PCT/US98/12033; 60/127,701; 09/574,820; 09/777,350; and 09/823,350

B. Patent No.(s)
5,526,353 and 5,923,655

Additional numbers attached? ☐ Yes ☒ No.

5. Name and address of party to whom correspondence concerning document should be mailed:

Michael L. Doerner, Sr., Esquire
Connolly Bove Lodge & Hutz
Suite 800
1990 M Street, N.W.
Washington, D.C. 20036-3425

6. Total Number of applications and patents involved [7]

7. Total fee (37 C.F.R. 3.41)... [unlimited]
☐ Enclosed
☐ Authorized to be charged to Deposit Account No. 22-0185
☒ Charge deficiencies/credit overpayments to Deposit Account 22-0185

8. Deposit Account No. 22-0185

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Aaron A. Admirack, Reg. No. 24,852

Date: 5-2-02

Total number of pages including cover sheet [[8]

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

UNITED STATES PATENT AND TRADEMARK OFFICE

JULY 08, 2002

PTAS

CONNOLLY BOVE LODGE & HUTZ
MICHAEL L. DONNER, SR., ESQUIRE
1990 M STREET, N.W.
SUITE 800
WASHINGTON, D.C. 20036-3425

Under Secretary of Commerce For Intellectual Property and Director of the United States Patent and Trademark Office
Washington, DC 20231
www.uspto.gov

102080926A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 02/01/2002

REEL/FRAME: 012852/0569
NUMBER OF PAGES: 9

BRIEF: TRANSFER OF OWNERSHIP

ASSIGNOR:
ZEROPLUS.COM

DOC DATE: 12/28/2001

ASSIGNEE:
VENTO LLC
865 TAHOE BOULEVARD, SUITE 203
INCLINE VILLAGE, NEVADA 89451

SERIAL NUMBER: 60127701
PATENT NUMBER:

FILING DATE: 04/01/1999
ISSUE DATE:

SERIAL NUMBER: 09574820
PATENT NUMBER:

FILING DATE: 05/19/2000
ISSUE DATE:

SERIAL NUMBER: 09777350
PATENT NUMBER:

FILING DATE: 02/05/2001
ISSUE DATE:

SERIAL NUMBER: 09823350
PATENT NUMBER:

FILING DATE: 03/29/2001
ISSUE DATE:

012852/0569 PAGE 2

SERIAL NUMBER: 08359393 FILING DATE: 12/20/1994
PATENT NUMBER: 5526353 ISSUE DATE: 06/11/1996

SERIAL NUMBER: 08872292 FILING DATE: 06/10/1997
PATENT NUMBER: 5923655 ISSUE DATE: 07/13/1999

SERIAL NUMBER: FILING DATE:
PATENT NUMBER: ISSUE DATE:
PCT NUMBER: US9812033

JACQUELINE MOORE, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

TRANSFER OF OWNERSHIP OF PATENT COLLATERAL AND EQUIPMENT COLLATERAL FROM ZEROPLUS.COM, INC. TO VENTO LLC

I. RECITALS

1.1 ZeroPlus.com ("ZeroPlus"), a Delaware Corporation, owns and holds the title to the following United States Letters-Patent: (a) U.S. Pat. No. 5,526,353, System and Method for Communication of Audio Data Over a Packet-Based Network; and (b) U.S. Pat. No. 5,923,655, Interactive Video Communicanon Over a Packet Data Network; and

1.2 ZeroPlus, a Delaware Corporation, owns and holds the title to the following Applications for Letters-Patent currently pending in the United States Patent and Trademark Office:

(a) S/N PCT/US98/12039, Interactive Video Communication Over A Packet Data Network;

(b) S/N 60/127,701, Telephone Interface To Computer System;

(c) S/N 09/574,820, Private Dialing Plan For Voice On A Packet-Based Network;

(d) S/N 98805827.8 (CN), Interactive Video Communications Over A Packet Data Network;

(e) S/N 503158/1999 (JP), Interactive Video Communications Over A Packet Data Network;

(f) S/N 98 926 518.6 (EP), Interactive Video Communications Over A Packet Data Network;

(g) S/N 09/777,350, System For Internet Telephony Devices To Announce Incoming Calls;

(h) S/N 09/823,350, Method and System For Routing Calls From A Standard Telephone Device To A Voice Over Internet Protocol Net.

1.3 ZeroPlus entered into a Patent Security Agreement with Vento LLC ("Vento"), a Colorado Limited Liability Company, in which ZeroPlus granted Vento a security interest in the Patent Collateral of ZeroPlus. "Patent Collateral," as defined in ¶2 of the Patent Security Agreement, encompasses the Intellectual Property listed in ¶¶1.1 and 1.2 above. The security interest secured ZeroPlus' obligation to make payments to Vento on a certain promissory note from ZeroPlus to Vento dated March 13, 2001 ("the Note"); and

1.4 ZeroPlus entered into a certain security agreement with Vento in which ZeroPlus granted Vento a security interest in certain personal property ("the Equipment collateral") to secure ZeroPlus' obligation to make payments on the Note; and

1.5 ZeroPlus has defaulted on the Note; and ZeroPlus now wishes to transfer ownership of its Patent Collateral and the Equipment Collateral to Vento in full satisfaction of ZeroPlus' debt to Vento evidenced by the Note.

II. TRANSFER OF OWNERSHIP OF THE PATENT COLLATERAL FROM ZERO PLUS TO VENTO

2.1 Pursuant to 35 U.S.C. §261, ZeroPlus hereby irrevocably transfers to Vento all of its rights, title, and ownership of, and hereby irrevocably assigns to Vento all of its rights, title, and its ownership interest in the following Letters-Patent:

(a) U.S. Pat. No. 5,526,353, System and Method for Communication of Audio Data Over a Packet-Based Network;

(b) U.S. Pat. No. 5,923,655, Interactive Video Communication Over a Packet Data Network;

2.2 Pursuant to 35 U.S.C. §261, ZeroPlus hereby irrevocably transfers to Vento all of its rights, title, and ownership of, and hereby irrevocably assigns to Vento all of its rights, title, and its ownership interest in the following Applications for Letters-Patent:

(a) S/N PCT/US98/12033, Interactive Video Communication Over A Packet Data Network;

(b) S/N 09/574,820, Private Dialing Plan For Voice On A Packet-Based Network;

(c) S/N 98805827.8 (CN), Interactive Video Communications Over A Packet Data Network;

(d) S/N 503158/1999 (JP), Interactive Video Communications Over A Packet Data Network;

(e) S/N 98 926 518.6 (EP), Interactive Video Communications Over A Packet Data Network;

(f) S/N 09/777,350, System For Internet Telephony Devices To Announce Incoming Calls;

(g) S/N 09/823,350, Method and System For Routing Calls From A Standard Telephone Device To A Voice Over Internet Protocol Net.

III. TRANSFER OF OWNERSHIP OF THE EQUIPMENT COLLATERAL FROM ZEROPLUS TO VENTO.

ZeroPlus shall transfer ownership of the Equipment Collateral to Vento by separate agreement.

IV. REPRESENTATIONS AND WARRANTIES:

ZeroPlus hereby represents and warrants to Vento as follows:

3.1 That U.S. Pat. No. 5,526,353 and U.S. Pat. No. 5,923,655 are in full force and effect, and that ZeroPlus has not abandoned either of the two above-listed patents, for any reason including, by way of example and not limitation, failure to pay required after-issue fees.

3.2 That the Patent Applications listed in ¶2.2 above are currently pending in the United States Patent Office; that said Patent Applications have not been abandoned for any reason, and especially for, by way of example and not limitation, failure to pay required patent prosecution fees.

3.3 That ZeroPlus has not granted, created, or permitted to exist any lien, encumbrance, or any security interest whatsoever on the Patents or Patent Applications listed in ¶¶2.1 and 2.2 of this Assignment Agreement, other than the security interest created in favor of and granted to Vento by the Patent Security Agreement.

3.4 That ZeroPlus is the owner of the Patents or Patent Applications listed in ¶¶2.1 and 2.2 of this Assignment Agreement, through assignment by the inventors or otherwise; and that no impediment exists preventing ZeroPlus from transferring full ownership of the Patents or Patent Applications listed in ¶¶2.1 and 2.2 of this Assignment Agreement to Vento; and that ZeroPlus has full power, authority, legal right and capacity to transfer full ownership of the Patents or Patent Applications listed in ¶¶2.1 and 2.2 of this Assignment Agreement to Vento

3.5 That the corporate officers who execute this Assignment and Transfer of Ownership on behalf of ZeroPlus.com, Inc. and Vento LLC, respectively, have the power and authority pursuant to the respective bylaws of ZeroPlus.com, Inc. and Vento LLC to effect such an assignment and transfer; and that executing this Assignment and Transfer of Ownership is not *ultra vires*; and that executing this Assignment and Transfer of Ownership does not in any way contravene the bylaws or other corporate governing documents of ZeroPlus.com, Inc. and Vento LLC.

V. MISCELLANEOUS PROVISIONS

4.1 ZeroPlus acknowledges the requirement of 35 U.S.C. §261 that Vento record this Assignment and Transfer of Ownership in the United States Patent and Trademark Office within three (3) months of the effective date of this Agreement as defined in ¶4.7. ZeroPlus agrees to

cooperate fully, including, by way of example and not limitation, executing any documents required for Vento to effect such a recording in the United States Patent and Trademark Office.

4.2 ZeroPlus and Vento agree, pursuant to MD COML §9-620, that this transfer of the Patent Collateral and the Equipment Collateral of ZeroPlus to Vento shall be for the full satisfaction of the debt of ZeroPlus to Vento evidenced by the Note.

(a) By executing this Assignment, ZeroPlus consents to Vento's acceptance of the collateral in full satisfaction of ZeroPlus' debt pursuant to MD COML §9-620(a)(1) and MD COML §9-620(c)(2). For the purposes of MD COML §9-620(c)(2), ZeroPlus's acceptance of Vento's retaining the Patent Collateral and Equipment Collateral in full satisfaction of ZeroPlus's debt in this Assignment shall constitute acceptance in a record authenticated after ZeroPlus' default.

(b) ZeroPlus warrants, for the purposes of Vento's compliance with the notification requirements of MD COML §9-620(a)(2)(A) and (B); and MD COML §9-621; that no other entity holds a lien or other security interest, whether superior to or subordinate to Vento's security interest, in the Patent Collateral or the Equipment Collateral.

(c) The Patent Collateral and Equipment Collateral accepted by Vento does not consist of commercial goods; therefore, MD COML §9-620(a)(3) is not applicable.

(d) The security interest that ZeroPlus granted Vento was neither a purchase money security interest (PMSI) or an non-PMSI in consumer goods. Therefore, pursuant to MD COML §9-620(a)(4), MD COML §9-620(e) does not apply.

(e) Pursuant to MD COML §9-620(b)(1), Vento accepts the Patent Collateral and the Equipment Collateral in full satisfaction of ZeroPlus' obligation to Vento under the Note. Vento agrees that this Assignment is an "authenticated record" for the purposes of MD COML §9-620(b)(1).

(f) Pursuant to MD COML §9-620(a), ZeroPlus and Vento agree that the Note was not a "consumer transaction" within the meaning of MD COML §9-620(g), and, therefore, that MD COML §9-620(g) does not apply.

(g) To the extent applicable and to the extent not waived in ¶4.2(a)-(f) above, pursuant to MD COML §9-624(a), ZeroPlus waives any right it may have for Vento to notify ZeroPlus of any disposition that Vento makes of either the Patent Collateral or the Equipment Collateral. To the extent applicable and to the extent not waived in ¶4.2(a)-(f) above, pursuant to MD COML §9-624(b) ZeroPlus waives the right to require disposition of the Patent and Equipment Collateral under MD COML §9-620(e). ZeroPlus agrees that ZeroPlus's waivers under MD COML §§9-624(a) and (b) shall constitute waiver in a record authenticated after ZeroPlus' default.

4.3 Pursuant to MD COML §9-624(c), ZeroPlus hereby waives the right to redeem the Patent Collateral and the Equipment Collateral. ZeroPlus agrees that ZeroPlus's waiver under this section shall constitute waiver in a record authenticated after ZeroPlus' default.

4.4 As Vento has agreed to accept the Patent Collateral and the Equipment Collateral in full satisfaction of ZeroPlus' debt to Vento pursuant to MD COML §9-620:

(a) Vento hereby grants to ZeroPlus an unconditional release of any claims that Vento might have, presently or in the future, against ZeroPlus pursuant to MD COML §9-615(d)(2) for any deficiency between the value of the Patent Collateral and the Equipment Collateral and the remaining balance due from ZeroPlus to Vento on the Note.

(b) ZeroPlus hereby grants to Vento an unconditional release of any claims that ZeroPlus might have, presently or in the future, against Vento pursuant to MD COML §9-615(d)(1) for any surplus of the value of the Patent Collateral and the Equipment Collateral over the remaining balance due from ZeroPlus to Vento on the Note.

4.5 ZeroPlus and Vento agree that, to the extent this Assignment and Transfer of Ownership implicate any provision of the Uniform Commercial Code or other state law, then this Assignment and Transfer of Ownership shall be interpreted under the law of the State of Maryland, notwithstanding Conflict of Law principles. ZeroPlus and Vento agree that, to the extent this Assignment and Transfer of Ownership implicates any matter of patent ownership or other intellectual property ownership, then the Patent Laws of the United States shall supply the Rule of Decision.

4.6 ZeroPlus and Vento agree that any litigation to enforce any provision of this Assignment and Transfer of Ownership, or to interpret its terms, shall be brought in either the federal or state courts located in the State of Maryland, to the exclusion of any other fora. Both ZeroPlus and Vento consent to the jurisdiction of the Maryland state and/or federal courts, as applicable, for any litigation to enforce any provision of this Assignment and Transfer of Ownership, or to interpret its terms.

4.7 This Assignment and Transfer of Ownership may be executed in counterparts. If this Assignment and Transfer of Ownership is executed in counterparts, then this Assignment and Transfer of Ownership shall become effective on the date when the last party executes it.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Transfer of Ownership Agreement to be executed by their duly authorized officers as of the later date set forth below.

ZEROPLUS.COM, INC.

By: _____

Name: Robert A. Vecchi

Title: President & CEO

Date: 12-23-2001

CERTIFICATE OF ACKNOWLEDGMENT OF ZEROPLUS.COM, INC. PURSUANT TO 35 U.S.C. §261

State of: Maryland
County/City of: Montgomery

Robert A. Vecchi personally appeared before me and acknowledged his signature on the foregoing Assignment and Transfer of Ownership Agreement on this 28th day of December, 2001.

I certify that I am a Notary Public authorized to administer oaths in the State of Maryland.

Notary Public

My commission expires: 5-1-05

KAREN E. JETT NOTARY PUBLIC FREDERICK CO., MD

VENTO LLC

By: _____

Name: Richard G. Vento

Title: Manager

Date: 1/14/02

CERTIFICATE OF ACKNOWLEDGMENT OF VENTO LLC PURSUANT TO 35 U.S.C. §261

State of: Nevada

County City of: Washoe

Richard G Vento personally appeared before me and acknowledged his signature on the foregoing Assignment and Transfer of Ownership Agreement on this 14 day of January, 200X. 2

I certify that I am a Notary Public authorized to administer oaths in the State of Nevada.

M. Jessie Teller

Notary Public

My commission expires: 2/7

M. Jessie Teller / Deputy Clerk

Notarial Officer - State of Nevada
Deputy Court Clerk-Incline Justice Court
Washoe County
NRS 240.1635; 4.350

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is entered into and effective as of Nov 14th, 2003 ("Effective Date") by and between **EDGE ACCESS, INC.**, a U.S. Virgin Islands corporation with principal offices at 9800 Buccaneer Mall, Suite 210, St. Thomas, USVI 00802-2409 ("Buyer") and **VENTO LLC**, a Colorado limited liability company with principal offices at 865 Tahoe Blvd., Suite 203, Incline Village, Nevada 89451 ("Seller") (each individually a "Party" and collectively "Parties").

RECITALS

WHEREAS, Seller is the exclusive owner of the patents and patent applications identified in Exhibit B attached hereto, as well as the inventions disclosed and claimed therein, and all other related foreign patents and applications (hereinafter, collectively, the "Patents") and is the exclusive owner of the equipment identified in Exhibit A attached hereto (hereinafter, collectively, the "Equipment");

WHEREAS, Seller desires to assign and transfer all right, title and interest in the Patents and the Equipment (hereinafter, the "Assets") to Buyer, and Buyer desires to purchase and receive the Assets from Seller; and

Redacted

NOW, THEREFORE, in consideration of the mutual undertakings expressed in this Agreement, and intending to be legally bound, Seller and Buyer (each individually a "Party" and collectively, the "Parties") hereby agree as follows:

AGREEMENT

1. **ASSIGNMENT OF PATENTS**

 (a) **Assignment of Patents**. Seller hereby sells, transfers, conveys, and assigns to Buyer the Seller's entire right, title, and interest in and to the Patents and all accrued causes of action for infringement thereof.

 (b) **Assistance**. In order to effectuate the rights transferred under Section 1(a), Seller shall take all actions and execute all documents reasonably necessary to perfect Buyer's title in the Patents, including, without limitation, simultaneously with this Agreement, executing the assignment documents for the Patents attached hereto as Exhibit C for recordation in the United States Patent and Trademark Office, and, from time to time after the Effective Date upon the request of Buyer, executing further conveyance instruments as may be necessary or desirable to evidence the transfer of ownership of all the Patents to Buyer, or the original ownership of all the Patents on the part of Seller, to the fullest extent possible. Seller further agrees to provide testimony, at Buyer's reasonable expense, in connection with any proceeding affecting the right, title, interest, or benefit of Buyer in and to the Patents and to perform any other acts deemed necessary to carry out the intent of this Agreement.

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(c) Delivery. In order to effectuate the rights granted under Section 1(a), Seller shall promptly deliver the original of each of the Patents to Buyer.

(d) Enforcement and Right to Sue. Seller hereby acknowledges that from and after the Effective Date, Buyer will succeed to all of Seller's right, title, and standing to receive all rights and benefits pertaining to the Patents, institute and prosecute all suits and proceedings, and take all actions that Buyer, in its sole discretion, may deem necessary or proper to assert, or enforce any claim, right, or title of any kind under any and all of the Patents, whether arising before or after the Effective Date, defend and compromise any and all actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as Buyer, in its sole discretion, deems advisable.

2. TRANSFER OF OWNERSHIP OF EQUIPMENT

(a) Transfer of Equipment. Seller hereby irrevocably transfers and assigns to Buyer all of its right, title, interest in and ownership of the Equipment.

(b) Delivery. In order to effectuate the transfer under Section 2(a), Seller shall promptly deliver to Buyer all the Equipment.

3. PAYMENT

Redacted

4. REPRESENTATIONS AND WARRANTIES

(a) Seller. Seller represents and warrants that:

(1) Sole and Exclusive Ownership of Assets. Seller is the sole and exclusive owner of the Assets and has the right to grant the transfers set forth in Sections 2 and 3 above;

(2) Recordation. Seller is currently listed in the records of United States Patent and Trademark Office as the sole owners for the Patents;

(3) Liens and Encumbrances on Patents. There are no outstanding licenses (or obligations to assign or license) or other encumbrances on the Patents to any third parties and upon consummation of this Agreement, Buyer shall have good and marketable title to the Patents, free and clear of any and all liens, encumbrances, pledges, security interests, licenses or charges of any nature whatsoever;

(4) Liens and Encumbrances on Equipment. There are no outstanding liens, encumbrances, or any other security interest on the Equipment to any third parties and upon consummation of this Agreement, Buyer shall have good and marketable title to the Equipment, free and clear of any and all liens, encumbrances, pledges, security interests, licenses or charges of any nature whatsoever;

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(5) Compliance with Laws. Seller shall, in connection with the performance of its obligations under this Agreement, comply with all applicable laws, rules, regulations and determinations of government agencies;

(6) Prosecution Formalities and Prior Art. With respect to any patent applications included in the Patents: (i) each application has been prosecuted in material compliance with all applicable rules, policies, and procedures of the relevant patent offices; and (ii) Seller knows of no prior art relevant to any such application which would cause it to reasonably believe that any material claim in the application would be unpatentable or any material claim in any issued patent based thereon would be invalid; and

(b) Mutual. Each Party represents and warrants that:

(1) Good Standing. Party is an entity duly organized, validly existing and in good standing under the law of the jurisdiction of its organization;

(2) Authorization. The execution, delivery and performance of its obligations under this Agreement have been duly authorized by such Party;

(3) Authority and Ability. Party has all requisite authority and ability to enter into and perform its obligations under this Agreement, including granting the assignments granted hereunder; and

(4) Third Party Obligations. Party's performance of its obligations under this Agreement will not violate any material agreement with or material obligation to, or require the consent of any third party.

(c) Limitations. **OTHER THAN AS SPECIFICALLY SET FORTH IN THIS SECTION 4, SELLER MAKES NO OTHER REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE PATENTS UNDER THIS AGREEMENT. EACH PARTY HEREBY DISCLAIMS ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.**

5. GENERAL

(a) Amendments. No amendment, waiver or variation of this Agreement shall be binding on the Parties unless set out in writing and signed by or on behalf of each of the Parties.

(b) Severability. If any provision of this Agreement is determined to be invalid or unenforceable, it will be deemed to be modified to the minimum extent necessary to be valid and enforceable. If it cannot be so modified, it will be deleted and the deletion will not affect the validity or enforceability of any other provision unless, as a result, the rights of either party are materially diminished or the obligations and burdens of either party are materially increased so as to be unjust or inequitable.

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(e) Entire Agreement. This Agreement and its Exhibits constitute the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all previous agreements and understandings between the Parties. Except as authorized herein, this Agreement may not be modified except by a writing signed by both Parties.

(d) Notices and Consents. Notices, consents, approvals and communications given under this Agreement will be (1) in the English language, (2) in writing, (3) sent by registered or certified mail, return receipt requested, postage prepaid, or by a courier service that obtains a signed receipt, to the address indicated below or to such other address as a party designates by prior notice, and (4) effective on the date received unless a later date is otherwise indicated in the notice, consent or communication.

(e) Governing Law and Jurisdiction. The Agreement is governed by and construed in accordance with the laws of the State of California, without reference to its conflict of laws or choice of law provisions. Each Party submits to the jurisdiction and venue of state and/or Federal courts located in the State of California for all purposes relating to this Agreement.

(f) Counterparts. The Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and counterpart signature pages may be assembled to form a single original document.

(g) Headings. The headings of this Agreement shall not affect its interpretation.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representatives.

EDGE ACCESS, INC.

By: _____

Name: Robert A Veschi

Title: President & CEO

Date: 11-14-2003

VENTO LLC

By: _____

Name: Richard G. Vento

Title: Manager, VENTO LLC

Date: 11/15/03

Address for Notices:

Edge Access, Inc.
9800 Buccaneer Mall,
Suite 210
St. Thomas, USVI 00802-2409

Attn: Robert A Veschi
Business Telephone: (340) 779-6010
Facsimile for Notices: (340) 779-6020

Vento LLC
865 Tahoe Blvd., Suite 203
Incline Village, NV 89451

Attn: Richard G. Vento
Business Telephone: (775) 832-1930
Facsimile for Notices: (775) 832-6767

EXHIBIT A

EQUIPMENT

DESCRIPTION	QUANTITY	APPROXIMATE VALUE
17" Monitor	8	$100
CISCO 2500 Router	2	$ 1500
CISCO 3100 Router	1	$2000
Complete phone system	Set	$25,000
Laptop computers (Pentium)	3	$7500
HP E800 Server	1	$1500
NEC Server	2	$1000
Radcom Multiplexer	1	$3000
Extron switch	1	
Sun Systems	2	$10,000-25,000
Win Digital Phones	13	
ZeroPlus gateways (rack mount servers)	18-22	$300
Servers	18-22	$500
CISCO 5300 gateway	1	$15,000
Computer telephony handsets	100s	
Office full size copier	1	$750
Server racks	5-7	$500
Desktop computers (Pentium III)	3-5	$500
APS rack mount UPS 1400	2	$300
Compaq servers	2	$12,500
Dell Powerapp Web 100 (Web server)	1	$2500
Compaq Proliant Pentium III-500	1	$500
HP Laser 4000	1	$400
Desktop PC (Pentium III-800)	1	$500
Web Server (Optiplex GXI, PIII-450)	1	$1250
CISCO 5300 gateway	1	$15,000
Multiplexer	1	$3000
Server systems (PIII)	5-8	$500
Desktop PCs (PIII)		$500

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EXHIBIT B

1. **ISSUED PATENTS**
 a. U.S. Patent No. 5,526,353: System and Method for Communication of Audio Data Over a Packet-Based Network
 b. U.S. Patent No. 5,923,655: Interactive Video Communication Over a Packet Data Network

2. **PATENT APPLICATIONS**
 a. United States Patent Applications
 i. U.S. Application No. 09/574,820: Private Dialing Plan For Voice On A Packet-Based Network
 ii. U.S. Application No. 09/777,350: System For Internet Telephony Devices To Announce Incoming Calls
 iii. U.S. Application No. 09/823,350: Method and System for Routing Calls From A Standard Telephone Device To A Voice Over Internet Protocol Net
 b. Foreign Patent Applications
 i. PCT/US98/12033: Interactive Video Communications Over a Packet Data Network
 ii. CN 98805827.8: Interactive Video Communication Over a Packet Data Network
 iii. JP 503158/1999: Interactive Video Communication Over a Packet Data Network
 iv. EP 09 926 518.8: Interactive Video Communication Over a Packet Data Network

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PATENT ASSIGNMENT

This assignment ("Patent Assignment") is made and effective as of Nov 14 2003 ("Effective Date") from **VENTO LLC**, a Colorado limited liability company having a place of business at 865 Tahoe Blvd., Suite 203, Incline Village, Nevada 89451 ("Assignor"), to **EDGE ACCESS, INC.**, a United States Virgin Islands company and having a place of business at 9800 Buccaneer Mall, Suite 210, St. Thomas, USVI 00802-2409 ("Assignee").

WHEREAS, Assignor is the owner of the patent application identified below (hereinafter, the "Patent"):

U.S. Application No. 09/823,350
Title: Method and System for Routing Calls From A Standard Telephone Device To A Voice Over Internet Protocol Net; and

WHEREAS, Assignee is desirous of acquiring the Patent; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, transfer, convey and assign, to Assignee the Assignor's entire right, title and interest in and to the Patent, in the United States and all jurisdictions outside the United States, including the right to apply for letters patent in any and all such jurisdictions based on said Patent, and including all divisional, renewal, substitute, continuation, continuation-in-part, reexamination, reissue, extension and conversion applications or patents based in whole or in part upon said Patent, and any and all letters patent that may issue thereon, in any and all such jurisdictions, to the full end of the term or terms for which said letters patent may be issued, and every priority right that is or may be predicated upon or arise from the foregoing, the same to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors and assigns, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor if this assignment had not been made.

Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to record the transfer of the Patent to Assignee as Assignee of Assignor's entire right, title and interest therein, and to issue to Assignee all letters patent and other items referred to above which may issue with respect to the Patent, in accordance with this Patent Assignment.

IN WITNESS WHEREOF, Assignor has caused this Patent Assignment to be executed by its proper officer thereunto duly authorized, as of the date first above written.

ASSIGNOR:
Vento LLC
865 Tahoe Blvd., Suite 203
Incline Village, Nevada 89451

By: [signature]
Name: Richard Gotchi
Title: Manager

ASSIGNEE
Edge Access, Inc.
9800 Buccaneer Mall,
Suite 120
St. Thomas, USVI 00802-2409

By: [signature]
Name: Robert A Ulaski
Title: President & CEO

STATE OF CA }
COUNTY OF Santa Clara } ss:

Before me, the undersigned, a Notary Public of the State of CA, personally appeared _____, having been sworn by me according to law did depose and say he was the _____ of _____ and did acknowledge the execution of the foregoing Patent Assignment on behalf of the Assignor.

WITNESS my hand and notarial seal this 9 day of March 2004

Caroline A. Farrar
(Written Signature)

Caroline A. Farrar
(Printed Signature)

CAROLINE A. FARRAR
Commission # 1359647
Notary Public - California
Santa Clara County
My Comm. Expires Jun 4, 2006